This Issue of the A. F. of L. Weekly News Service Consists of 2 Pages

The A. F. of L. Weekly News Service gives news accounts and editorial interpretations of matters affecting labor concerning in the industrial, legislative, and judicial fields, and contains other information of benefit to the trade union movement.

AMERICAN FEDERATION OF LABOR

WEEKLY NEWS SERVICE

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Be certain that he who has betrayed thee once will betray thee again.—Lavater.

WHOLE NO. 1463 | WILLIAM GREEN, President | WASHINGTON, D. C., SATURDAY, APRIL 29, 1939. | FRANK MORRISON, Secretary-Treasurer | VOL. 29, NO. 17

Destruction of Craft Unions Prevented by A. F. of L. Amendments to Labor Relations Act

One of the major objects of the amendments to the National Labor Relations Act proposed by the American Federation of Labor is to prevent the National Labor Relations Board from continuing, in violation of the letter and spirit of the National Labor Relations Act, its well established policy of destroying craft unions, which are fundamental elements in the A. F. of L. structure.

The pamphlet recently issued by the American Federation of Labor explaining its amendments to the Labor Act contains a strong indictment of the policy of the Labor Board opposing the A. F. of L. craft unions. Declaring that its amendments "are designed to prevent the Board from destroying the integrity of the craft unit," the Federation said:

Destruction of Crafts Prevented

Many craft unions are threatened with dissolution and destruction by Board decrees. The extent and immediacy of this danger cannot be too strongly stressed. The present Act confers upon the Board the power to decide the unit for collective bargaining. The A. F. of L. in supporting the Act was assured that this provision did not empower the Board to dissolve or destroy craft units where such units existed, nor did Congress intend that the Board should favor any form of unionism.

On May 15, 1935, Senator Wagner, speaking in the United States Senate, said:

"Anyone familiar with these laws will recognize at once that there is nothing in the pending bill which places the stamp of governmental favor on any particular type of union."

Historical Structure of Craft Organizations Threatened

However, Board member Edwin Smith, who has written a number of dissenting opinions opposing the contentions of A. F. of L. unions, is committed to the policy that the Act will be best effectuated in most cases by merging craft units with so-called industrial units. In the Allis Chalmers Company case Mr. Edwin Smith wrote a dissenting opinion against the craft groups in which he said:

"... By this psuedo democratic method a determination of the greatest consequence to the other employees in the plant is left in the hands of groups known to be hostile to industrial organization."

Chairman Madden and Board member Donald Wakefield Smith have refused so far to go along completely with Edwin Smith. However, a tendency has been exhibited by Donald Wakefield Smith to join with Edwin Smith in a three-man Board, danger to A. F. of L. organizations is readily apparent when one member of the Board is definitely committed to a philosophy that condemns craft units. The A. F. of L. cannot speculate on the permanency or consistency of the two remaining members. In the light of the past attitude of the Board, the chances are that one or the other member will join Edwin Smith when a crucial contest will arise in a precedent making case.

"Globe Doctrine" a Subterfuge. Not a Guarantee of Freedom of Choice

Aside from the danger of Edwin Smith's dissenting opinion becoming the majority opinion of the Board, its present decisions do not give protection to crafts. The Board makes great claim to afford such protection by adopting what it terms the "Globe Doctrine." This doctrine, as stated by the Board, is as follows:

"Where the considerations are evenly balanced, the determining factor is the desire of the men themselves."

Superficially the doctrine appears to be fair, but no more subtle device has been conceived by an administrative body to permit abuse of discretion.

First it is well to point out that regardless of the fairness or unfairness of this doctrine the members of the Board are not agreed whether the Board has the power to make such a rule. Mr. Edwin Smith has officially stated in respect to the doctrine: "—I feel the Board is here abandoning its necessary judicial function." Thus if another member of the Board is won over to his view this acclaimed principle of justice will be abandoned.

Next, the Board has led the public to believe that this doctrine merely follows the rule set forth in the Railway Labor Act and the New York Labor Relations Act. That is not true. In both these acts the right to vote on the unit is vested in the craft groups by operation of law.

Under the Globe doctrine the right to vote on the unit depends on the will of the Board. The Board may or may not permit the workers to vote for a unit as it sees fit. The Board has made certain that it can deny the craft the right to vote whenever it is so disposed by injecting the subtle indefinable qualification "where considerations are evenly balanced." And who determines what these "considerations" are? And who determines when the considerations are "evenly balanced"? The Board of course. By this unique device the Board may and does play favorites. It need only conclude that the considerations are not evenly balanced and thereby deny a vote to the workers.

For example in the Fried-Ostermann case the employer manufactured both clothing and gloves. They were separate departments. Glove making has been a separate craft during the entire history of organized labor.

The glove workers were practically one hundred per cent members of the A. F. of L. Glove Workers Union. The majority of the clothing workers were members of a clothing workers union not affiliated with the A. F. of L. A dispute arose over representation for the glove workers.

The clothing workers requested the Board to fuse the clothing workers and glove workers and declare them one unit, so that by the fusion the glove workers union would be destroyed. The Board did so and thus the glove workers were forced out of the A. F. of L. into the rival clothing workers union. The Board obligingly discarded the Globe Doctrine "and the desires of the workers themselves" for the benefit of the rival to the A. F. of L. union.

Thus we can see how far from the N. Y. and Railway Labor Acts the Board has departed. Under the N. Y. and Railway Labor Acts the Board has no say whatsoever concerning the right of a craft to vote for its unit and this right is guaranteed all craft workers. Under the Globe doctrine the right becomes a mere matter of grace.

Let it be further noted that even where the Globe doctrine is applied, nevertheless the form of the ballot is such as to require the workers to select a representative rather than a unit. Employees may very well wish to maintain their craft integrity but be represented by an industrial union. This right is denied them, and once having voted for an industrial representative the craft is for all practical purposes forever engulfed.

Thus the Board deliberately perverts the law by confounding the selection of a representative with the designation of a unit so as to aid the extremists of rival unions, and to compel the craft unions to change their form and structure if they want to compete with rival unions.

Board Deprives Single Employee Free Choice of Bargaining Agent

Under the same power to decide units, the Board has held that a single employee cannot constitute a unit, and therefore cannot be bargained for by his union. In a recent decision (Finch case) the Board went so far as to hold that a carpenter who had voted for his A. F. of L. union could not refuse to be represented by a C. I. O. liquor distillery workers organization. Everyone knows that in this country there are countless plants where single A. F. of L. craftsmen, such as stationary engineers, electricians, carpenters and the like, are employed.

This holding of the Board not only denies the A. F. of L. worker the right to be represented by his union, but also forces him to be represented by a "group known to be hostile" to his interests.

Moreover, without invoking the majority rule, an individual craftsman in such a case can be forced to abandon his membership in the union with which he has been affiliated for years and be compelled to surrender any insurance benefits he has, by a closed shop contract entered into by the company and the union which has been forced upon him. Chairman Madden vigorously dissented in this case.

Obviously the majority decision is devised and intended to permit rival and dual unions to invade craft fields which they are otherwise unable to do.

Board's Assumed Discretion to Prescribe Industry-Wide Bargaining Unit Threatens to Destroy A. F. of L. Unions

Finally the Board has in one case established a precedent by which it can destroy existing A. F. of L. unions, prevent effective unionization in the future and eliminate the A. F. of L. from entire industries.

In the Longshoremen's case, the Board ruled that all Longshore employees of all employers on the Pacific Coast constituted the bargaining unit. As a result of that decision many A. F. of L. locals, some having almost 100 per cent membership in entire cities, were denied the right to be bargained for by the A. F. of L. and compelled to be represented by the C. I. O. It is impossible to fully describe the viciousness of that decision.

The very Board that justifies many of its actions on the theory that it wishes to preserve the right of free choice to employees has, by that decision, imposed its will on thousands of A. F. of L. employees, through this device of "industry wide" units. More reprehensible is the adroitness with which the Board conjures up reasons for denying or granting the application of the rule in other cases.

Our amendments effectively eliminate a repetition or extension of the kind of decision we have discussed. Under them craft units will be protected. However, the workers in a craft can still be represented by whatever union they wish, be it industrial or craft.

The amendments prevent a repetition of the Board's arbitrary and destructive Longshoremen's decision. The Board will no longer be able to substitute its chosen representative for the one chosen by the employees.

The A. F. of L. recognizes that in many instances it is desirable to bargain on an industry-wide basis. Indeed such industry-wide bargaining, when it is done on a voluntary basis, is encouraged. We welcome that type of bargaining but insist that it be done voluntarily and in a spirit of cooperation and not by compulsion. The amendments permit voluntary industry-wide bargaining.

Company Unions Banned by A. F. of L. Amendments to Labor Relations Act

When the National Labor Relations Act became a Federal statute law in 1935 the American Federation of Labor believed that the phraseology designed to end the existence of company unions would bring about the abolition of these monstrous anti-labor excrescences imposed on our industrial system by subversive employers.

But the National Labor Relations Board in its opposition to the American Federation of Labor has, by arbitrary and unwarranted interpretation of the terminology of the Act, used the company union section to weaken and even destroy A. F. of L. unions.

The amendments to the Labor Relations Act proposed by the American Federation of Labor in the Walsh Bill definitely and in unmistakable language proscribe company unions. In its recently issued pamphlet explaining its amendments the A. F. of L. reviewed the devious methods by which the Labor Relations Board has interpreted the company union section of the Act against the American Federation of Labor and described the A. F. of L. amendments designed to bring this maladministration to an end. The Federation said:

"Company Unions" Prohibited

"Company unions" must be eliminated. The present act does not condemn company unions in express terms. In fact the phrase "company union" is not even mentioned. The evil is only partially met by vague, indirect language.

Moreover, this language has been interpreted to the detriment of the interests of the A. F. of L.

It is still possible under the present act (indeed it has been so held) for a company union to appear on a ballot, win an election, and be certified by the Board. At present when a company union is barred from the ballot it is only after a prolonged proceeding. As hereafter shown, our amendments will remedy this.

Company Unions Defined

The A. F. of L. amendments make a forthright approach to the problem. We define the term "labor organization" so as to expressly exclude "company unions" from that definition. In this manner it is made certain that company unions can obtain none of the benefits of the Act. Then a new definition is added to the Act:

"The term 'company union' means any agency, committee, employes' association or employee representation plan, which exists for the purpose, in whole or in part, of dealing with an employer or employers concerning grievances or terms or conditions of employment, which the employer creates, dominates, controls or maintains."

This definition accomplishes two results: It outlaws "company unionism"—crude and subtle—and it prevents the Board from classifying and outlawing legitimate labor organizations as company unions.

Although the Board does not directly order the disestablishment of A. F. of L. unions, the Board has put A. F. of L. unions in the same class as company unions without actually ordering their disestablishment by voiding A. F. of L. contracts, by upsetting elections they won, and by forbidding employers from recognizing them.

After the decision of the Supreme Court in the Consolidated Edison Company case our rivals took the position that the Board should designate A. F. of L. unions as company unions so that the Board could disestablish them altogether.

Employer Activities on Behalf of Company Unions Outlawed. Board Prejudice Suppressed

The amendments do not permit employer *interference* in favor of company unions, but they do change the language of the present Act so as to prevent the Board's prejudicial "interference" with the lawful rights of A. F. of L. unions. They define company unions, but purposely do not use the word "interfere." The reason is clear.

If the Board had properly interpreted the word "interfere" no harm would have resulted. But the Board has not done so. It arbitrarily and capriciously has seized upon that word and used it as a means to invalidate A. F. of L. contracts, to upset A. F. of L. elections, and to prohibit recognition of A. F. of L. unions. The amendments end this practice and at the same time prevent employer interference in support of company unions by express and definite inhibitions.

If an employer interferes in the *creation* of an organization or if an employer interferes in the *maintenance* of an organization, or if the employer interferes so as to *dominate*, or *control* an organization, then he has committed an unfair labor practice for which the penalties of the law will follow.

Every union man knows what a company union is. He knows that a company union is an organization set up by the employer (created), which he runs through his puppets (dominates and controls) and to which he contributes support (maintains). Thus it is definite that any and all acts of employers by which company unions are created or maintained are included within and prohibited by the terms "creates, controls, dominates or maintains."

The amendments revise the unfair labor practices now existing so as to specifically make it an unfair practice

"To create, maintain, recognize for the purpose of collective bargaining, or bargain with any company union."

It is also provided that

"No Company union shall be permitted a place on any ballot for any purpose."

Thus by these amendments, employers cannot recognize company unions; employers cannot bargain with company unions; employers cannot enter into contracts with company unions; nor can company unions be placed on any ballot.

Likewise quick action may be had on the issue of company unionism by disposing of it in connection with a petition for certification of representatives instead of waiting for the more complex and delayed procedure involved in an unfair labor practice case.

The A. F. of L. is confident that these amendments will go a long way toward the complete elimination of company unions—certainly much further than does the present act.

Green Urges Poll of Soft Coal Labor On Closed Shop and Bargaining Agency

Asks That Vote of Miners At the Mines Be Taken Under Provisions of Labor Relations Act; Declares A. F. of L. Progressive Mine Workers Will Protect Their Contracts With Operators and Maintain Union's Right to Represent All Employes of An Employer As Collective Bargaining Agent When Chosen By Majority.

By A. F. of L. Weekly News Service.

Washington, D. C.—William Green, president of the American Federation of Labor, recommended that a poll of the 450,000 bituminous coal miners in the United States be taken to determine whether they want closed shop representation by John L. Lewis's C. I. O. United Mine Workers Union.

In an open letter addressed to Special Government Mediator Dr. John R. Steelman, assigned to bring about a solution of the dispute in the bituminous coal industry, Mr. Green discussed Mr. Lewis's demand for a closed shop or elimination of the penalty clause as the terms of a new contract and asked why this demand was made now for the first time after thirty years of collective bargaining in the coal mining industry.

As a substitute for the demand Mr. Green urged that the machinery of the National Labor Relations Act be utilized to take a vote of the coal miners as to their choice for a collective bargaining agency, and that the agency chosen in this democratic fashion by a majority vote could then proceed to determine the character of the agreement.

Meanwhile, Mr. Green insisted that the A. F. of L. Progressive Mine Workers of America would protect their agreements with coal operators and maintain their rights to represent "all employes of an employer when designated by a majority to act as exclusive bargaining representatives."

Following is the text of President Green's letter to Dr. Steelman:

"The officers and members of the American Federation of Labor, in common with all classes of people throughout the country, feel apprehensive over the situation which has been reached in the wage negotiations which are being carried on between

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LEISERSON IS NAMED FOR N. L. R. B. POST

President Roosevelt Selects National Mediation Board Chairman to Succeed Donald W. Smith.

Washington, D. C. (AFLWNS).—President Roosevelt announced the appointment of William M. Leiserson, chairman of the National Mediation Board, to succeed Donald Wakefield Smith as a member of the National Labor Relations Board. It is believed the nomination of Mr. Leiserson will be promptly confirmed by the Senate.

William Green, president of the American Federation of Labor, approved the appointment of Mr. Leiserson. While refraining from commenting on the qualifications of the new appointee, Mr. Green said the A. F. of L. would impose no opposition to him.

The nomination is for a five-year term dating from August 27, 1938. Mr. Smith has been serving on a recess appointment to succeed himself since that date. President Roosevelt never sent Mr. Smith's appointment to the Senate. That made it unnecessary to withdraw his name before appointing Mr. Leiserson.

A. F. L. Opposed Smith

The appointment of Mr. Smith was militantly opposed by the American Federation of Labor, whose officers claimed he had assisted in maladmin-

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Labor Board's Edicts Barring Supervisory Employes From Voting in Elections To Choose Bargaining Agents Indicates Definite Bias Against the A. F. of L.

AMENDMENTS TO NEUTRALITY ACT OPPOSED BY A. F. OF L.

Green Says Present Law Is In the Interest of Peace; Condemns "Efforts to Promote War Hysteria."

By A. F. of L. Weekly News Service.

Washington, D. C.—Keeping the present neutrality act without amendment on the statute books of the United States is necessary for the integrity of American foreign policy and an important element in maintaining peace between nations.

This was the view expressed by William Green, president of the American Federation of Labor, in a statement setting forth the position of the A. F. of L. on proposed amendments to the Neutrality Act and other proposals concerning our foreign policy, read before the Senate Foreign Relations Committee by Paul Scharrenberg.

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GOVERNMENT EMPLOYES FORM EIGHT NEW UNITS

Washington, D. C. (AFLWNS).—Officials of the American Federation of Government Employes, A. F. of L. affiliate, announced the formation of eight new lodges, as follows:

In Lansing, Mich., custodial group in the Post Office; in Grand Rapids, Mich., a lodge of custodian employes in Stapleton, Long Island, N. Y., a lodge of U. S. Marine Hospital employes; a lodge composed of employes of the U. S. Assay Office was also formed in New York.

A lodge composed of custodial employes was formed in Jacksonville, Fla., and a lodge of WPA employes was established in Kent County, Wash.

In Detroit, Mich., two lodges were formed, one composed of Internal Revenue employes and the other of employes in the enforcement group of the Alcoholic Tax and Narcotic Bureau.

Abolition of Board's Usurped Power Is Sought By A. F. of L. Amendments to Labor Relations Act Specifically Defining "Supervisory Employes" for Universal Application.

By A. F. of L. Weekly News Service.

Orders barring supervisory employes from voting in elections to choose representatives for collective bargaining are among the devices used by the National Labor Relations Board to destroy the rights of American Federation of Labor unions.

To end this subversive practice, wholly unwarranted by the National Labor Relations Act, the amendments to the Act proposed by the American Federation of Labor in the Walsh Bill include a plain and unmistakable definition of "supervisory employes," thus preventing the Labor Board from developing definitions in conformity with its own predilection.

In a pamphlet explaining its proposed amendments to the Labor Act, the American Federation of Labor gives the following factual account of the Labor Board's arbitrary action against the A. F. of L. in rulings on supervisory employes and reveals the significance of the A. F. of L. proposal to end the Labor Board's abuse of power:

Supervisory Employes in Elections

The present law does not define a "supervisory employe," nor has the Board set up any definite test.

In one case a class of employes will be permitted to vote for a

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A. F. of L. Opposes Cut in Payroll Tax for Unemployment Compensation

Green Tells Ways and Means Committee That Even the Present Inadequate Benefits Paid to Jobless Workers Would Be Jeopardized by Reducing the Levy Below Three Per Cent.

Washington, D. C.—A strong protest against the proposal to reduce the three per cent Federal tax on payrolls to provide an adequate unemployment compensation fund for the benefit of millions of jobless in the United States was contained in a letter sent by President William Green of the American Federation of Labor to Chairman Robert L. Doughton and the other twenty-four members of the House Ways and Means Committee.

Emphasizing the admitted fact that benefits now paid to the unemployed are far below the amount necessary to maintain decent living standards, Mr. Green presented unanswerable arguments in favor of maintaining the present tax rate and providing more adequate compensation for the millions of working men and women who are thrown into the unemployment army through no fault of their own.

The text of Mr. Green's letter follows:

"The American Federation of Labor is concerned about the proposal that the Federal tax of 3 per cent on payrolls under Title IX of the Social Security Act should be reduced.

"It is only the uniformity of the Federal tax which has encouraged States to enact unemployment compensation laws and to build up funds from which benefits could be paid.

"If the Federal tax is reduced, few States would be willing to resist the pressure from employers to equalize interstate competitive conditions by reducing their taxes to the rate of the lowest State, or to the new low level established by the Federal law.

"The effect on the funds and benefit systems would be disastrous.

"In many States any material reduction in the tax rates now would make it impossible to pay even the existing scale of benefits. No State is paying benefits which by any reasonable standards can be considered satisfactory.

"No reduction of rates should be considered until more adequate benefits are adopted and have been paid for a long enough period of time for the effect on the funds to be certain.

Standards Are Too Low

"The present low standards of benefits, proposed in Federal draft bills and by most States in framing their own laws, were never considered adequate. They were adopted under the belief that they were the utmost that could be paid if the tax rate were 3 per cent.

"Half the members of the Committee on Economic Security which drafted the Social Security Act believe that the tax rate should be higher.

"It is unreasonable now, after only one year of benefit experience and with inadequate benefits, to reduce the tax.

"Benefits must be substantially raised before any change in tax rate could be considered.

"We strongly urge you to vote against any reduction.

"One of the recommendations of the Social Security Board for amendment of the Social Security Act was that the unemployment compensation tax provisions be combined or made identical with those of the old age insurance which relate to employers in order to simplify record keeping and reporting.

Larger Employer Coverage Urged

"Specifically two recommendations were directed to this end:

"The Board recommends that the present Federal restriction to employers who have had 8 or more employes in 20 or more weeks during the year be eliminated so that the unemployment compensation provisions will cover all those having one or more employes, just as in the case of old-age insurance.

"The Board recommends that the Federal pay-roll tax in connection with unemployment compensation be limited to the first $3,000 of annual wages, if that maximum is retained in the old-age insurance tax provisions. Though the Board recognizes that such a limitation would reduce revenue somewhat, it believes that this disadvantage would be counterbalanced by the advantage to the revenue from making the Federal tax provisions identical for both programs.'

"The American Federation of Labor, aware of the serious disadvantage mentioned by the Board in the limitation of revenue, is nevertheless aware of the advantages of uniform tax provisions for these two parts of the social security program. It feels strongly, however, that unless uniformity is attained the fund should not be reduced by this limitation of the tax to the first $3,000 of annual wages.

"The American Federation of Labor therefore respectfully requests you to consider these recommendations of the Social Security Board before you adopt the reduction of the tax unless coverage is at the same time extended to employers of one or more at any time."

Green Urges Poll of Soft Coal Labor On Closed Shop and Bargaining Agency

(Continued from Page 1)

representatives of the United Mine Workers and the Appalachian Coal Operators Association.

"Press dispatches make it clear that there is no difference over wages, hours and conditions of employment, because it is reported that both sides have agreed to renew a contract which has been in effect prior to April 1st, relating to wages, hours and conditions of employment.

"The real question at issue, as set forth in newspaper reports, relates to the penalty clause and the closed shop.

Significance of Penalty Clause

"The penalty clause, which provides that miners may be fined the sum of one dollar in case of an illegal, wildcat strike, and authorizes a certain amount per employe in case said operators lock out the miners for the purpose of forcing a settlement of grievances, has been a part of collective bargaining agreements between coal operators and labor in practically all coal-producing states for more than thirty years.

"No demand has heretofore been made during all that period of time by either representatives of operators or the miners for the elimination of the penalty clause, or for a declaration in favor of the closed shop, other than was provided in the check-off of union dues section of the agreement.

Miners Should Name Their Own Bargaining Agency

"In view of this fact, thinking people can reasonably ask why this demand after an experience in collective bargaining covering a period of more than thirty years!

"The question which one instinctively asks when considering this phase of the matter is why not allow the miners to determine for themselves whether they desire the continuance of their own collective bargaining agency? That is the principle of self-determination which is written into the Labor Relations Act.

"Why should the employers at the mines may determine what organization shall represent them in collective bargaining and whether they wish a closed shop agreement. They can take such action under the Labor Relations Act in a clearly democratic fashion by a majority vote.

"Elimination of the penalty clause, which for years has been in effect for thirty years, and the agreement of a closed shop, would be a repudiation of democratic procedure.

"The Wagner Act, on the contrary, which is the law of the land, provides that it is obligatory on the part of those who administer the Labor Relations Act to accord to workers everywhere the right of self-determination and freedom of choice in the selection of a collective bargaining agency.

"The American Federation of Labor and its affiliates make known that they will protect the rights of employees to 'self determination' and 'self organization' and will protect the workers in "freedom of choice" in selecting a bargaining agent.

"The Progressive Mine Workers of America will protect their existing contracts with coal operators and will maintain their right to represent all employees of an employer when designated by a majority to act as exclusive bargaining representatives."

Union Label Catalogue-Directory For 1939 Announced by Osborn

Washington, D. C. (AFLWNS)—I. M. Ornburn, secretary-treasurer of the Union Label Trades Department, American Federation of Labor, issued the following announcement regarding the 1939 Union Label Catalogue-Directory:

"The second edition of the Union Label Catalogue-Directory will be ready for distribution July 1st. Single copies, 25c; in lots of 100 or more, 20c each.

"It will display the insignia of National and International A. F. of L. unions whose products and services are designated by Union Label, Shop Card or Service Button.

"Know your union labels.

"Place your order now.

"The 1939 Union Label Catalogue-Directory will contain an up-to-date list of manufacturers of Union Label and Union-Made products."

Orders for the Union Label Catalogue-Directory should be sent to I. M. Ornburn, Secretary-Treasurer, Union Label Trades Department, American Federation of Labor, Washington, D. C.

UNION CONTRACT SIGNED BY LOS ANGELES HOTEL

President Green Interceded With Members of Danish Royalty Not to Shop at the Ambassador While It Was on Organized Labor's Unfair List.

By A. F. of L. Weekly News Service.

Los Angeles, Calif.—The Ambassador Hotel of Los Angeles, one of the leading hotels of the Pacific Coast, has settled its differences with the Culinary Unions and is no longer on the unfair list of the Los Angeles Central Labor Council.

An interesting sidelight in connection with this controversy, now happily ended, is in the fact that President Green of the American Federation of Labor personally interceded with royalty not to stop at the hotel while it was on the unfair list.

To the credit of the Prince and Princess of Denmark and their immediate advisers it should be recorded that they promptly cancelled their reservations at the hotel in response to a straight forward plea of President Green.

N. Y. BUILDING SERVICE UNION WINS WAGE BOOST

Hours Cut Also Included in Agreement Affecting 20,000 Employes.

New York, N. Y. (AFLWNS)—The threat of a strike of 20,000 service employes in New York apartments and apartment buildings ended when representatives of Local 32-B of the Building Service Employes International Union, affiliated with the American Federation of Labor, and the Realty Advisory Board accepted a compromise agreement drafted by Mayor LaGuardia's board of survey.

The agreement, designed to insure the city's vertical transportation against interruption because of industrial disputes for a three-year period, provides immediate wage increases of $1 a week for elevator operators and other employes paid by the week and of $4 a month for employes paid by the month. Working time is to be reduced one hour a week.

The deadlock over the inclusion in the new contracts of the old age insurance which relate to employers in order to simplify record keeping and reporting.

Larger Employer Coverage Urged

"Specifically two recommendations were directed to this end:

"The Board recommends that the present Federal restriction to employers who have had 8 or more employes in 20 or more weeks during the year be eliminated so that the unemployment compensation provisions will cover all those having one or more employes, just as in the case of old-age insurance.

"The Board recommends that the Federal pay-roll tax in connection with unemployment compensation be limited to the first $3,000 of annual wages, if that maximum is retained in the old-age insurance tax provisions. Though the Board recognizes that such a limitation would reduce revenue somewhat, it believes that this disadvantage would be counterbalanced by the advantage to the revenue from making the Federal tax provisions identical for both programs.'

"The American Federation of Labor, aware of the serious disadvantage mentioned by the Board in the limitation of revenue, is nevertheless aware of the advantages of uniform tax provisions for these two parts of the social security program. It feels strongly, however, that unless uniformity is attained the fund should not be reduced by this limitation of the tax to the first $3,000 of annual wages.

"The American Federation of Labor therefore respectfully requests you to consider these recommendations of the Social Security Board before you adopt the reduction of the tax unless coverage is at the same time extended to employers of one or more at any time."

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Significance of Penalty Clause

"The penalty clause, which provides that miners may be fined the sum of one dollar in case of an illegal, wildcat strike, and authorizes a certain amount per employe in case said operators lock out the miners for the purpose of forcing a settlement of grievances, has been a part of collective bargaining agreements between coal operators and labor in practically all coal-producing states for more than thirty years.

"No demand has heretofore been made during all that period of time by either representatives of operators or the miners for the elimination of the penalty clause, or for a declaration in favor of the closed shop, other than was provided in the check-off of union dues section of the agreement.

Miners Should Name Their Own Bargaining Agency

"In view of this fact, thinking people can reasonably ask why this demand after an experience in collective bargaining covering a period of more than thirty years!

"The question which one instinctively asks when considering this phase of the matter is why not allow the miners to determine for themselves whether they desire the continuance of their own collective bargaining agency? That is the principle of self-determination which is written into the Labor Relations Act.

"Why should the employers at the mines may determine what organization shall represent them in collective bargaining and whether they wish a closed shop agreement. They can take such action under the Labor Relations Act in a clearly democratic fashion by a majority vote.

"Elimination of the penalty clause, which for years has been in effect for thirty years, and the agreement of a closed shop, would be a repudiation of democratic procedure.

"The Wagner Act, on the contrary, which is the law of the land, provides that it is obligatory on the part of those who administer the Labor Relations Act to accord to workers everywhere the right of self-determination and freedom of choice in the selection of a collective bargaining agency.

"The American Federation of Labor and its affiliates make known that they will protect the rights of employees to 'self determination' and 'self organization' and will protect the workers in "freedom of choice" in selecting a bargaining agent.

"The Progressive Mine Workers of America will protect their existing contracts with coal operators and will maintain their right to represent all employes of an employer when designated by a majority to act as exclusive bargaining representatives."

A. F. of L. Miners Union Charges Lewis Tries to Dodge Labor Act

Ozanic Asserts C. I. O. Is Making Desperate Fight For Existence; Claims Thousands of Miners Have Left Lewis's Union and Joined Progressive Mine Workers.

By A. F. of L. Weekly News Service.

Washington, D. C.—Definite charges that John L. Lewis, president of the United Mine Workers of America and of the Congress of Industrial Organizations, while posing as the steadfast defender of the National Labor Relations Act is doing his utmost to undermine it and prevent the application to his own union, were made here by Joe Ozanic, president of the International Union of Progressive Mine Workers of America, affiliated with the American Federation of Labor, in open letters sent to Secretary of Labor Perkins and members of the Senate Committee on Education and Labor which is considering amendments to the Labor Relations Act.

Claiming that the miners in the Appalachian fields resent Lewis's dictatorship and have joined the Progressive Mine Workers to such an extent that it has a majority in 214 mines in that area, employing between 80,000 and 100,000 men, Mr. Ozanic warned that if the Federal Government yielded to pressure and intervened in the bituminous field, the interests of the A. F. of L. affiliate must be protected.

The sole purpose of the tie-up, Mr. Ozanic charged, is to circumvent a recent ruling by a trial examiner of the National Labor Relations Board and to force the coal operators to drive their employes into the C. I. O. United Mine Workers irrespective of the wishes of the workers.

Mr. Ozanic's letter follows:

Pressure is being exerted by various commercial and political sources on the Federal Government to intervene in behalf of the United Mine Workers, in that union's present tie-up in the Appalachian bituminous fields.

I wish to call your attention to certain facts in this situation which may have escaped your attention. I am doing this because the issue in this tie-up affects and jeopardizes the rights of the workers. I am acting as president of the International Union Progressive Mine Workers of America.

A.F.L. Union Member Discharged

A decision handed down April 15 by Trial Examiner J. F. Wenstrand of the National Labor Relations Board has knocked the props out from under the "closed shop by subterfuge" methods by which Lewis hitherto believed he could keep the miners under his thumb.

The case was based on the complaint of the Progressive Mine Workers against the Kelley's Creek Colliery Company of Ward, W. Va., charging the company with unfair labor practices in the discharge of an employe named Eugene Shiflett because he had joined the Progressive Mine Workers. The company had discharged Shiflett because it feared the United Mine Workers would call a walkout at their mines in protest against Shiflett's becoming a member of the P.M.W.

Here was exposed exactly what Lewis' methods would be in the event the coal-operators are forced to yield to his demand to abrogate the penalty

Trial Examiner's Ruling Favors A. F. L. Union

clause against unauthorized strikes.

In his decision, Trial Examiner Fitzpatrick pointed out:

"The evidence shows that if application is made for a position in the respondent's production or maintenance departments, the applicant, in addition to passing the usual physical examination and other requirements, is also asked by respondent if he is a member of the U.M.W. of America. If he says 'no' he is asked if he will join that organization and if his answer to that question is 'yes' he is hired; otherwise not.

"The net result of this contractual and application of the contract is that practically every employe of respondent is either willing or has actually been a member of the U.M.W. local, and his dues to that organization are checked off by respondent.

"The evidence indicates that some of the miners of respondent belonged to the U.M.W. because they had to in order to hold their jobs, and also belonged to the P.M.W. because of the union of their choice. Shiflett was in this category. . . .

Closed Shop Provision Not in Contract

"This is a clear-cut case of discrimination unless the contract existing between respondent and the United Mine Workers brings the case within the exemption of Section 8 (3) of the Act.

"The undersigned is of the opinion that the contract as written does not come within this exemption because by its terms it is not a closed-shop contract.

"The fact that the contract is interpreted and applied by the United Mine Workers and by the respondent as a closed-shop contract does not bring it within this exemption.

"Contracts necessarily are construed by the courts and by administrative agencies according to their plain terms, especially where there is no ambiguity. It is not claimed or even suggested that there is any ambiguity in the contract involved in this proceeding. Certainly the provisions of the contract are clear and unequivocal.

Company Violated Labor Act

"Neither is it contended that the terms of the contract have been changed by a supplemental agreement, or otherwise. The exemption in Section 8 (3) of the Act is: that nothing in this Act . . . shall preclude an employer from making an agreement with a labor organization . . . to require as a condition of employment membership therein.

"Shiflett admittedly was a member (although an unwilling member) of the U.M.W. at the time of his discharge. The allegation in the complaint, substantiated by competent evidence adduced at the hearing is that he was discharged not because he refused to join, or was not a member of the U.M.W., but because he joined and assisted the P.M.W. (while a member apparently in good standing of the U.M.W.).

"Even assuming a closed-shop contract in the present case there is still a violation of the Act, in the opinion of the undersigned. The exemption in Section 8 (3) protects an employer for requiring membership in the union signatory to the closed-shop contract. It would be a standard construction of the exemption to say it went beyond that and permitted the employer to dictate with impunity all other union activities or affiliations of employees.

The trial examiner therefore held the mine company guilty of unfair labor practices and ordered the reinstatement of Shiflett with back pay and ordered the company to cease and desist from interfering with, restraining or coercing its employees to join or assist the Progressive Mine Workers.

Miners Flocking to A. F. of L.

Within the last few days the Progressive Mine Workers has filed complaints with the labor Board against 56 additional companies which are operating in the same district. These companies employ 37,000 workers.

The miners in the Appalachian fields are extremely dissatisfied with Lewis' rule.

They have flocked to join the Progressive Mine Workers in such numbers that our union has won over a majority of the workers in 214 mines in the Appalachian fields, employing between 80,000 and 100,000 workers. We have also notified Mr. Charles O'Neill, spokesman for the Appalachian coal operators, that we demanded that the management of these mines bargain collectively with the Progressive Mine Workers and with no other organization, in accordance with the Wagner Act.

Now it should become evident to all why Lewis is so desperate and is making such a fight for the closed shop because they were afraid of losing the dues which are collected from the thousands and coming over to the P.M.W. They have no interest in a labor union. Lewis knows that to improve their conditions but to perpetuate Lewis' reign of terror. Lewis demands 100% allegiance to a strike ordered without consulting the miners. They are sick and tired seeing their money checked out of their pay envelopes in the form of dues which the C.I.O. uses to the tune of four million dollars in the last three years.

Thousands of miners are now unemployed as a result of the current bituminous labor situation. Under these circumstances, when they go to U.M.W. officials and ask for help, they are instructed to go on relief. Instead of the union funds, being used to help these unemployed, being used to assist them in their time of need, they see their money drained off for other purposes, largely directed against their own organization.

In the light of these facts and circumstances, the Progressive Mine Workers of America is convinced that in the event of intervention by the Government of the United States in the current dispute between the U.M.W. and the Appalachian coal operators, the public interest demands that the rights of the members of the Progressive Mine Workers be protected and not foreclosed in violation of the Wagner Act.

AMENDMENTS TO NEUTRALITY ACT OPPOSED BY A. F. OF L.

(Continued from Page 1)

berg, Legislative Representative of the Federation.

Following is the text of Mr. Green's statement:

"The American Federation of Labor has endorsed the principles upon which the Neutrality Act was based: that a neutral nation has obligations as well as rights and that its relations industry is a matter of public concern.

"We do not believe this is the time to make changes in this law, for any change in this legislation might be interpreted as a change in our foreign policy.

"So essential is it for our country to do its part in establishing peace between nations that in my opinion we should do everything possible to avoid raising any doubt as to our wish to remain aloof from the controversies of other countries.

"The workers of the United States want peace. . . . We went through the World War, doing our full part. The lessons of that experience have convinced us that world problems can be solved only under conditions of peace and through the instrumentalities of peace.

"The working people of this country are firm in their desire to use every effort to promote war hysteria. We cannot forget the loss of life and manhood when a generation of young men were conscripted for the World War. Labor throughout the length and breadth of the United States is opposed to sending another generation into the trenches of war and we urge that every possible safeguard be taken to avoid anything that would needlessly contribute to a war development.

"This is no time for experimentation. Labor therefore urges the abeyance of a measure that has been helpful in the hope that peace may be served."

A.F.L. DRAFTSMEN LAND WAGE BOOST AGREEMENT

Closed Shop Contract of New York City Local With Williams Iron Company Adds $10 to $15 Weekly To Pay Envelopes and Establishes 40-Hour Week.

New York, N. Y. (AFLWNS)—J. Lawrence Raimist, executive vice president of Local 66, Architectural and Engineering Guild, affiliated with the International Federation of Technical Engineers, Architects and Draftsmen's Unions of the American Federation of Labor, announced the signing of the first closed shop agreement with the Williams Iron Works, Inc.

The outstanding provisions of the agreement are:

Salary increases ranging from $10 to $15 weekly; all employes to be hired through the union and identified by the card; two weeks notice of union seal to appear on all drawings; 40-hour week; two weeks notice of leave with pay; five-day, forty-hour week of eight hours per day; time and a half for overtime on all work including Saturdays; double time for overtime on Sundays and holidays; maximum of 15 work hours overtime allowed per week; no work allowed by the Guild after two weeks notice of termination of employment by either party in the case of those employed one year or over, otherwise only one week's notice is to be given.

Negotiations for the agreement were conducted by George H. Holland, president of the union, and J. Lawrence Raimist, chairman of the union's collective bargaining and labor relations committee.

Labor Board Rulings on Supervisory Employes Show Bias Against A. F. L.

(Continued from Page 1)

representative, in another case a similar group of employes will be denied the right to vote.

In a close election between contesting unions the Board can swing the election in favor of one or the other of contesting unions by declaring certain employes to be "supervisory employes" and excluding them from voting.

A case manifesting the Board's bias against the A. F. of L. is that of the Consumer's Power Co. In that case the Board first held that crew foremen having no power to hire or fire were eligible to vote.

At the request of a rival organization, however, the Board changed that decision and ruled that the same crew foremen were "supervisory employes" and denied them the right to vote.

In a previous case (Tennessee Electric Power Company) the Board held that crew foremen—with the same powers and duties as those involved in the Consumer's case—had the right to vote.

By its altered decision in the Consumer's case, 211 of the 2,700 employes were denied the right to vote. The rival union secured 96 more votes than the A. F. of L. union.

By the Board's own previous rulings and admissions crew foremen were not supervisory employes. Because of the membership of these employes in the A. F. of L. union it was assumed they would vote for their union, and for that reason the rival union sought and prevailed upon the Board to change its decision.

To make matters worse for the A. F. of L. union, when the vote was tabulated it was found that neither the A. F. of L. nor the rival union had a required majority to be certified.

So the Board ordered a run off election, and in accordance with its former rule it put only the rival union on the ballot, denying the request of the A. F. of L. union for a place on the ballot.

Whether the Board's rule on run off elections is right or wrong (it is not the rule of the New York State Board) the case demonstrates the unlimited discretionary power of the Board under the present act and its uncontrolled opportunities to play favorites and its bias dictates.

The A. F. of L. has therefore amended the act to include a specific definition of supervisory employes so that it will be made certain that the same rule will apply to all unions no matter which union may be involved or backed by the application of the rule.

We call your attention to the fact that the amendment pertains only to the right of supervisory employes to participate in the selection of representatives. It has nothing to do with any other subject. The amendment does not make it possible for supervisory employes to campaign for conspicuous, to commit acts of discrimination, or otherwise to carry out employer unfair practices. The present law prohibiting such activities is retained.

More Funds For La Follette Civil Liberties Committee Asked by A.F.L.

Union Members Urged to Ask Their Senators to Favor $100,000 Appropriation Provided in Schwellenbach-Downey Resolution for Investigation of Alleged Plot of Pacific Coast Against Labor Organizations.

By A. F. of L. Weekly News Service.

Washington, D. C.—The resolution introduced in the Senate by Senator Schwellenbach of Washington and Senator Downey of California providing for a fund of $100,000 for the Senate Civil Liberties Committee to investigate the alleged illegal activities of certain employers and other detective agencies in the States of Washington, Oregon and California against labor organizations and the civil rights of citizens, is a very important resolution in the interests of labor.

Additional funds to enable the Civil Liberties Committee consisting of Senator La Follette of Wisconsin, chairman, and Senator Thomas of Oklahoma, to make the investigation, was urged by the Executive Council of the American Federation of Labor at a special meeting in the nation's capital.

Text of Resolution

The text of the Schwellenbach-Downey resolution, which was referred to the Committee to Audit and Control the Contingent Expenses of the Senate, follows:

"Whereas a subcommittee of the Committee on Education and Labor, acting pursuant to Senate Resolution 266, authorizing an investigation of violations of the rights of free speech and assembly and undue interference with the right of labor to organize and bargain collectively, and

"Whereas there has been widespread public demand for the continuance of the work of this and subcommittee as evidenced by action taken by the National Grange, the American Federation of Labor, the Congress of Industrial Organizations, and numerous other organizations urging an appropriation of additional funds for the use of the said subcommittee; and

"Whereas the Associated Farmers of California, Inc., in a telegram to Senator Hiram Johnson dated April 4, 1939, inserted in the Congressional Record on that date, asked for an opportunity to be heard concerning any charges affecting it which might arise out of such inquiry; therefore be it

"Resolved, That the limit of expenditures under Senate Resolution 266, Seventy-fourth Congress, agreed to June 6, 1936, under Senate Resolution 36, Seventy-fifth Congress, first session, agreed to February 17, 1937, under Senate Resolution 238, Seventy-fifth Congress, third session, agreed to May 18, 1938, to investigate violations of the right of free speech and assembly and interference with the right of labor to organize and bargain collectively is hereby increased by $100,000."

Members of American Federation of Labor unions throughout the United States are urged to write to their Senators asking them to favor the $100,000 appropriation and secure prompt action on the resolution.

Son of Samuel Gompers Begins 53d Year in Government Service

(From the Washington (D. C.) Evening Star)

Samuel J. Gompers, son of Samuel Gompers, famous labor leader, yesterday (April 24), entered upon his 53d year of service for the Government, at the age of 70, while under a presidential "extension" in the classified service, carrying him in active duty beyond the stipulated retirement figure, "three score and ten." In his 21 years as chief clerk of the Labor Department he has administered the oath of office from 10,000 to 20,000 times.

At his desk Mr. Gompers looked back over his long experience with the Government—perhaps one of the longest periods of any Federal worker—and recalled that one of the most unusual things he ever did was to administer the Federal oath of office "at least eight times" to William Howard Taft, after the former President had left the White House.

This strange multiplicity of oath administration took place during the World War, when the former Chief Executive of the country took over his duties as one of the two joint chairmen of the National War Labor Board.

When Mr. Taft was sworn into this new office, it was explained by Mr. Gompers, he was placed on one appropriation already available, until the new appropriation for the position itself could become available. There was no such delay in this, he explained, that the former President had to be changed from one appropriation to another every few days, and sworn in again under each different appropriation.

Soon, whenever Mr. Gompers would see the jovial former President, Mr. Taft would hold up his right arm, as if to be sworn in again, and say, with his well-known chuckle, "Go ahead, Sam."

Mr. Gompers recently received Nation-wide attention through swearing in Elmer F. Andrews as administrator of the Wage and Hour Division of the Labor Department. When he had finished with formality, Mr. Gompers said his hand on Mr. Andrews' shoulder and said with feeling: "And may the Lord have mercy on your soul."

The son of the famous former president of the American Federation of Labor looks much like his father, but the son changed his name slightly, that he would not be a "junior." He put a middle name of "Julian" between the Samuel and Gompers, so that he is Samuel J. Gompers. The "Julian" is his mother's maiden name.

The chief clerk of the Labor Department holds his father's memory in reverence, admiring his leadership in labor—and like him, continues his membership in organized labor.

He carries a membership card in the Washington Typographical Union, to which he transferred his membership when he moved to Washington, from New York, to begin his Federal service as a printer at the Government Printing Office.

Mr. Gompers transferred to the Department of Commerce and Labor in 1907, as an "editor-clerk proof-reader," went to the new Department of Labor, when the former department was split in two, and was advanced in responsibility until he became departmental chief clerk in 1918.